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**UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEVADA**

RANGESAN NARAYANAN and  
GEORGE FERNANDEZ,

Plaintiffs,

vs.

THE STATE OF NEVADA EX REL THE  
BOARD OF REGENTS OF THE NEVADA  
SYSTEM OF HIGHER EDUCATION, et al,

Defendants.

Case No. 3:11-cv-00744-LRH-VPC

**STIPULATED PROTECTIVE ORDER RE  
CONFIDENTIAL INFORMATION**

**SCOPE OF PROTECTIVE ORDER**

This Stipulated Protective Order is intended to apply to two categories of information: Notices of Layoffs and Reassignments, which the Court ordered Defendant to produce in its Minute Order dated April 13, 2013, and Plaintiffs' Medical Records and Billing/Payment information. Should additional categories of documents be produced that require a protective order, the parties will propose such further order(s) as deemed necessary.

**A. Notices of Layoffs and Reassignments:**

In order to protect the confidentiality of confidential information obtained by the parties in connection with this case, the parties hereby agree as follows, concerning the notifications by Defendant NSHE to its tenured employees who were retained, reassigned or laid off from either of the two departments in the University of Nevada, Reno's College of Agriculture, Biotechnology and Natural Resources and the notifications to employees who were retained, reassigned or laid off from the Center for Research, Design and Analysis in 2010, which the Court ordered must be provided to Plaintiffs subject to this protective order:

1. All notifications by Defendant NSHE to its tenured employees who were retained, reassigned or laid off from either of the two departments in the University of Nevada, Reno's College of Agriculture, Biotechnology and Natural Resources and the notifications to employees who were retained, reassigned or laid off from the Center for Research, Design and Analysis in 2010 which are subject to this Court's Order for production, shall be considered Confidential Information and shall be used by the party or parties to whom the information is produced solely for the purpose of this case.

2. Except with the prior written consent of other parties, or upon prior order of this Court obtained upon notice to opposing counsel, Confidential Information shall not be disclosed to any person other than:

1 (a) counsel for the respective parties to this litigation, including in-house counsel and  
2 co-counsel retained for this litigation, including employees of counsel.

3 (b) any authors or recipients of the Confidential Information;

4 (c) the Court, Court personnel and court reporters.

5 **B. Medical Records and Billing Payment Information:**

6 In order to protect the confidentiality of medical records and medical billing and  
7 payment information of either or both Plaintiffs obtained by the parties in connection  
8 with this case, the parties hereby agree as follows concerning such information.

9 1. All medical records, including billing and payment information, shall be considered  
10 Confidential Information and shall be used by the party or parties to whom the  
11 information is produced solely for the purpose of this case.

12 2. Except with the prior written consent of other parties, or upon prior order of this  
13 Court obtained upon notice to opposing counsel, Confidential Information shall not be  
14 disclosed to any person other than:

15 (a) counsel for the respective parties to this litigation, including in-house counsel and  
16 co-counsel retained for this litigation.

17 (b) any authors or recipients of the Confidential Information;

18 (c) the Court, Court personnel and court reporters

19 (d) employees of counsel for the parties;

20 (e) the parties;

21 (f) experts retained by either side, provided that each expert shall execute a copy of  
22 the Certification attached to this Order as Exhibit "A" (which shall be retained by counsel  
23 to the party disclosing the Confidential Information and made available for inspection by  
24 opposing counsel during the pendency or after the termination of the action only upon  
25 good cause shown and upon order of the Court) before being shown or given any  
26 Confidential Information;

1 (g) witnesses, provided that each witness shall execute a copy of the Certification  
2 attached to this Order as Exhibit "A" (which shall be retained by counsel to the party  
3 disclosing the Confidential Information and made available for inspection by opposing  
4 counsel during the pendency or after the termination of the action only upon good cause  
5 shown and upon order of the Court) before being shown or given any Confidential  
6 Information.

7 **C. Provisions Relating to Each Category of Documents:**

8 1. All documents subject to this Protective Order shall be marked "CONFIDENTIAL"  
9 by the party producing the documents.

10 2. A party or non-party may designate information disclosed during a deposition or in  
11 response to written discovery as "confidential" by so indicating in the response or on the  
12 record at the deposition and requesting the preparation of a separate transcript of such  
13 material. Additionally a party or non-party may designate in writing, within twenty (20)  
14 days after receipt of the responses or of the deposition transcript for which the  
15 designation is proposed, that specific pages of the transcript or specific responses be  
16 treated as "confidential" information. Any other party may object to the proposal, in  
17 writing or on the record. Upon an objection, the parties shall follow the procedures  
18 described in paragraph 5 below. After any designation made according to the procedure  
19 set forth in this paragraph, the designated documents or information shall be treated  
20 according to the designation until the matter is resolved according to the procedures  
21 described in paragraph 5 below, and counsel for all parties shall be responsible for  
22 making all previously unmarked copies of the designated material in their possession or  
23 control with the specified designation.

24 3. Any persons receiving Confidential Information shall not reveal or discuss such  
25 information to or with any person who is not entitled to receive such information, except  
26 as set forth herein.

1 4. Unless otherwise permitted by statute, rule or prior court order, papers filed with  
2 the court under seal shall be accompanied by a contemporaneous motion for leave to  
3 file those documents under seal, and shall be filed consistent with the court's electronic  
4 filing procedures in accordance with Local Rule 10-5(b). Notwithstanding any  
5 agreement among the parties, the party seeking to file a paper under seal bears the  
6 burden of overcoming the presumption in favor of public access to papers filed in court.  
7 *Kamakana v. City and County of Honolulu*, 447 F.2d 1172 (9th Cir. 2006).

8 5. If a party contends that any material is not entitled to confidential treatment, such  
9 party may at any time give written notice to the party or non-party who designated the  
10 material. The party or nonparty who designated the material shall have twenty-five (25)  
11 days from the receipt of such written notice to apply to the Court for an order  
12 designating the material as confidential. The party or non-party seeking the order has  
13 the burden of establishing that the document is entitled to protection.

14 6. Notwithstanding any challenge to the designation of material as Confidential  
15 Information, all documents shall be treated as such and shall be subject to the  
16 provisions hereof unless and until one of the following occurs:

17 (a) the party or non-party claims that the material is Confidential Information  
18 withdraws such designation in writing; or

19 (b) the party or non-party who claims that the material is Confidential Information  
20 fails to apply to the Court for an order designating the material confidential within the  
21 time period specified above after receipt of a written challenge to such designation; or

22 (c) the Court rules the material is not confidential.

23 7. All provisions of this Order restricting the communication or use of Confidential  
24 Information shall continue to be binding after the conclusion of this action, unless  
25 otherwise agreed or ordered. Upon conclusion of the litigation, a party in the possession  
26 of Confidential Information, other than that which is contained in pleadings,  
27 correspondence, and deposition transcripts, shall either (a) return such documents no  
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1 later than thirty (30) days after conclusion of this action to counsel for the party or  
2 nonparty who provided such information, or (b) destroy such documents within the time  
3 period upon consent of the party who provided the information and certify in writing  
4 within thirty (30) days that the documents have been destroyed.

5 8. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the  
6 use of documents at trial.

7 9. Nothing herein shall be deemed to waive any applicable privilege or work product  
8 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of  
9 material protected by privilege or work product protection.

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1 Dated: May 14, 2012

SIEGEL & YEE

2  
3  
4 By: 

Dean Royer

5 Attorneys for Plaintiffs  
6 RANGESAN NARAYANAN and  
7 GEORGE FERNANDEZ

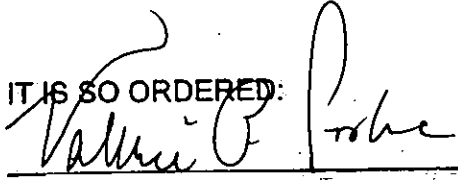
8 Dated: May 14, 2012

9 By: 

Mary Phelps Dugan

10 Attorneys for Defendants  
11 THE STATE OF NEVADA EX REL  
12 THE BOARD OF REGENTS OF  
13 THE NEVADA SYSTEM OF  
14 HIGHER EDUCATION ON  
15 BEHALF OF THE UNIVERSITY  
16 OF NEVADA, RENO, and MARC  
17 JOHNSON, in his individual  
18 capacity

19 IT IS SO ORDERED:



20 United States Magistrate Judge

21 DATED: May 15, 2012

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of the University of Nevada, Reno, over the age of eighteen years, that I am not a party to the within action, and that on the 15th day of May, 2012, I electronically filed the foregoing **STIPULATED PROTECTIVE ORDER RE CONFIDENTIAL INFORMATION**, with the Clerk of the Court by using the ECF system which served the following parties electronically:

RICHARD SEGERBLOM  
700 South Third Street  
Las Vegas, Nevada 89101

DAN SIEGEL  
DEAN ROYER  
SIEGEL & YEE  
499 14th Street, Suite 300  
Oakland, California 94612

/S/ Michelle A. Ené  
Employee of the University of Nevada, Reno



# EXHIBIT A

# EXHIBIT A

**EXHIBIT A**

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated \_\_\_\_\_, in *Rangesan Narayanan and George Fernandez v. The State of Nevada ex rel the Board of Regents of the Nevada System of Higher Education, et al.*, Civil Case No. 3:11-cv-00744-LRH-VPC. I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all Confidential Information—including copies, notes, or other transcriptions made from Confidential Information—in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information—including copies, notes or other transcriptions made from Confidential Information—to the counsel who provided me with the Confidential Information. I consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

DATED: \_\_\_\_\_

\_\_\_\_\_